

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the matter of)	
)	
)	
Request for Review of Decision of)	CC Docket No. 02-6
Universal Service Administrator)	
by)	
)	
School Board of Marion County, Florida)	File No. SLD – 911394
)	
Schools and Libraries Universal Service)	
Mechanism)	
)	

**SCHOOL BOARD OF MARION COUNTY, FLORIDA
REQUEST FOR REVIEW**

The School Board of Marion County, Florida (“SBMC” or “School Board”), by its undersigned representative and pursuant to Section 54.719(b) of the Federal Communications Commission’s (“FCC”) rules,¹ hereby requests review of the action taken by the Universal Service Administrative Company (“USAC”) with respect to the above-captioned application.

As discussed below, the School Board requested and USAC committed funding for E-rate-eligible services. The service provider rendered the services, SBMC issued payment to the service provider for its non-discount portion, and USAC eventually disbursed reimbursement funds to the service provider. Before the service provider remitted the funds to SBMC, however, the service provider company was sold. And despite repeated attempts by the School Board to collect payment from the service provider, it has yet to remit the funds to SBMC.

The School Board, in its underlying appeal to USAC, requested the Administrator’s assistance in recovering the funds. SBMC also sought guidance regarding any administrative remedies available, noting that USAC did not appear to have procedures in place to address or adequately guard against such

¹47 C.F.R. § 54.719(b) (permitting parties aggrieved by action taken by the Administrator, after seeking review from the Administrator, to seek review from the Commission).

situations. USAC denied the appeal, explaining that it had exhausted its ability to resolve the issue and instructing the School Board to contact the State Attorney General.

With recent changes to E-rate program invoicing procedures, service providers are no longer able to withhold funds from applicants. SBMC, however, has yet to receive reimbursement from *prior* funding years – before the Commission issued its *Modernization Order*² and revised program invoicing rules. The School Board contends that in cases such as this, where the service provider refuses to remit E-rate funds to an applicant, Commission intervention is necessary. The service provider violated FCC regulations, and the Commission, through its Enforcement Bureau, has the authority and ability to pursue violators of its rules.

SBMC now respectfully requests that the Commission (1) direct the Enforcement Bureau of the Universal Service Fund to investigate the matter and attempt to recover the funds owed and, (2) pursuant to Section 54.8(c) of the Commission’s rules, debar the owner/operator of the service provider companies from activities associated with or relating to the schools and libraries support mechanism. Given the unique facts and circumstances of this case, the School Board also requests Commission guidance regarding any administrative remedies that may be available or advisable courses of action that SBMC may take to recover reimbursement for services paid for and received.

I. BACKGROUND

On January 24, 2012, SBMC entered into a three-year agreement with the City of Dunnellon d/b/a Greenlight Communications (“Greenlight”) for the provision of wide area network (“WAN”) services.³ On March 5, 2013, with a signed agreement in place, SBMC filed an FCC Form 471, requesting E-rate program discounts for Category One services.⁴ Included on the application was its funding request (“FRN”) for WAN services, and, on August 21, 2013, USAC approved the funding request as submitted.

² See *Modernizing the E-rate Program for Schools and Libraries*, WC Docket No. 13-184, Order and Further Notice of Proposed Rulemaking, 29 FCC Rcd 8870 (2014).

³ The Agreement between SBMC and City of Dunnellon d/b/a Greenlight Communications is attached as Exhibit A.

⁴ FCC Form 471 Application Number 911394.

In December 2013, Greenlight was acquired by Florida Cable, Inc. (“FCI”). FCI continued as the service provider under the agreement as successor in accordance with a Master Purchase and Sale of Assets agreement dated December 23, 2013.

On December 1, 2014, FCI certified and SBMC submitted three FCC Forms 472 (“BEAR Forms”), requesting reimbursements from USAC for the WAN services totaling \$103,309.00.⁵ USAC approved the reimbursement requests and disbursed the funds to FCI on December 5, 2014. FCI, however, failed to remit the funds to SBMC within 20 days as required by FCC regulations.⁶

In March 2015, the School Board and FCI renewed services for another 12-month term. On April 22, 2015, SBMC emailed FCI to inquire when it could expect to receive the \$103,309.00 in reimbursements from funding year 2013. FCI did not respond. Nor did it respond to the School Board’s subsequent emails requesting that the funds be remitted. Finally, on June 25, 2015, SBMC received an email from David Suarez, FCI’s CEO, stating that FCI had been being purchased by a new company.

SBMC later learned that on May 29, 2015, Mr. Suarez created a new company called Florida Fiber Networks, LLC (“FFN”), naming himself as manager. On October 7, 2015, SBMC received a letter from David Orsham, Chief Marketing Officer for FFN, stating that FCI’s assets had been purchased by this new company. Weeks later, SBMC received another letter from FFN, along with a promissory note stating that FFN would accept the \$110,000.00 obligation only if SBMC agreed to extend its contract with FFN.⁷

Upon receipt of the promissory note, the School Board formally notified USAC of the situation, and on December 23, 2015, the Administrator ordered Mr. Suarez to remit the funds to the School Board.⁸ SBMC still did not receive payment. On October 26, 2016, the School Board submitted a letter of appeal

⁵ The FCC Forms 472 (SLD Invoice Numbers 2037684, 2037704, and 2074668) are attached as Exhibit B.

⁶ See Payment for Discounted Services, 47 C.F.R. § 54.514(b), 68 Fed. Reg. 36931 (June 20, 2003) (Note: Section 54.514(b) of the Commission’s rules has since been revised to omit the requirement that service providers remit payment to applicants within 20 days).

⁷ The letter from FFN to SBMC, dated October 22, 2015, and promissory note are attached as Exhibit C.

⁸ The letter from USAC directing Mr. Suarez to remit the funds is attached as Exhibit D.

to USAC, requesting guidance as to any administrative remedies available.⁹ USAC denied the appeal and provided the following explanation:

On appeal you have requested that USAC provide guidance on how to remedy a dispute with the City of Dunnellon. We have exhausted our ability to resolve the issue under program guidelines and we do not have any administrative remedies available, therefore your appeal is denied.

As conveyed in our Dunning Decision Letter dated August 31, 2016. This is a law enforcement issue that you will need to pursue locally by contacting your State Attorney General and Better Business Bureau. They should be able to assist you in recovering the funds from the Service Provider.¹⁰

To date, neither FCI nor FFN have remitted the \$103,309.00 owed to SBMC. And SBMC has thus far been unsuccessful in its attempts to resolve the issue with USAC or the service provider.

II. DISCUSSION

A. The service provider violated FCC regulations when it failed to remit payment of the approved discount amount to SBMC within 20 days.

Prior to the Commission's efforts to simplify the invoicing and disbursement processes, Section 54.514(b) of the Commission's rules required service providers to remit reimbursement checks to applicants within 20 days:

Service providers that receive discount reimbursement checks from the Administrator after having received full payment from the billed entity must remit the discount amount to the billed entity no later than 20 business days after receiving the reimbursement check.¹¹

Because SBMC has yet to receive reimbursement for the WAN services from funding year 2013, it is clear the service provider – whether doing business as Greenlight Communications, Florida Cable, Inc., or Florida Fiber Networks, LLC. – violated Commission rules then in place.

Moreover, on December 1, 2014, Mr. Suarez, on behalf of Greenlight Communications, certified three FCC Forms 472, acknowledging that:

⁹ The letter of appeal to USAC is attached as Exhibit E. (Note: Exhibits originally submitted along with SBMC's letter of appeal have been omitted.)

¹⁰ The Administrator's Decision on Appeal letter is attached as Exhibit F.

¹¹ Payment for Discounted Services, 47 C.F.R. § 54.514(b), 68 Fed. Reg. at 36942 (June 20, 2003).

The service provider must remit the discount amount authorized by the fund administrator to the Billed Entity Applicant . . . as soon as possible after the fund administrator’s notification to the service provider of the amount of the approved discounts on this Billed Entity Applicant Reimbursement Form, but *in no event later than 20 business days* [emphasis added] after receipt of the reimbursement payment from the fund administrator . . .

. . . The service provider must remit payment of the approved discount amount to the Billed Entity Applicant prior to tendering or making use of the payment issued by the Universal Service Administrative Company to the service provider of the approved discounts for the Billed Entity Applicant Reimbursement Form . . .¹²

The BEAR Forms also contained certifications acknowledging that “failure to comply with the rules and orders governing the [E-rate] program could result in civil or criminal prosecution by law enforcement authorities.”¹³

The School Board has on multiple occasions requested payment from the service provider and has attempted to resolve the issue directly with Mr. Suarez. Over the course of nearly three years, however, Mr. Suarez and his various companies have either ignored these requests or refused to remit the funds owed. Because the service provider still has neither remitted the funds nor provided indication that it intends to, it has clearly violated Commission rules.

B. The FCC should investigate the matter to recover the funds owed.

In denying the School Board’s initial appeal, USAC seems to have overlooked the fact that the service provider violated FCC regulations. SBMC contends that in cases such as this, where the service provider has refused to remit funds to the applicant and has violated FCC regulations, the Commission should intervene to assist the billed entity recover the funds.

The Commission has the both the resources and authority to pursue this matter. The Enforcement Bureau is the FCC unit responsible for enforcing the provisions of the Communications Act and the Commission’s rules, and the universal service fund falls under this purview:

The Enforcement Bureau is dedicated to preserving the integrity of the universal service support mechanism. In that effort the Enforcement

¹² See Exhibit A.

¹³ *Id.*

Bureau actively pursues violators of section 254 of the Act and related Commission rules by means of independent investigations, suspensions and debarments of violators, and hearings to revoke operating authority.¹⁴

In accordance with its stated mission, the Enforcement Bureau should investigate Mr. Suarez and the companies owned and operated by Mr. Suarez. Should the Commission refuse or determine it is unable to pursue the matter, it would effectively leave SBMC without administrative remedy. Such a result would be confounding to say the very least, as it simply followed E-rate program invoicing procedures then in place by paying its non-discount share to the service provider.

C. The Commission should exclude the service provider from activities associated with or related to the schools and libraries support mechanism.

Finally, pursuant to Section 54.8(b)-(c) of its rules, the Commission should debar Mr. Suarez, as owner/operator of the service provider companies, from activities associated with or related to the schools and libraries support mechanism. The Commission may suspend and debar a person from the E-rate program for any of the following causes:

. . . conviction of or civil judgment for attempt or commission of criminal fraud, theft, embezzlement, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice and other fraud or criminal offense arising out of activities associated with or related to the schools and libraries support mechanism . . .¹⁵

Mr. Suarez's actions clearly warrant debarment from participation in the E-rate program. Mr. Suarez certified, under threat of civil and criminal prosecution, that the service provider company would comply with rules governing the E-rate program and remit the discount amount to SBMC within 20 days. To date, however, neither Mr. Suarez nor any of the companies owned or operated by Mr. Suarez have issued payment to the School Board. SBMC has attempted on multiple occasions to collect payment from the service provider. USAC also instructed Mr. Suarez to pay the discounted share to the School Board. Mr. Suarez has simply refused or ignored these repeated requests. To date, Mr. Suarez has refused to turn

¹⁴ Federal Communications Commission, *Universal Service Fund Enforcement*, <https://www.fcc.gov/eb-usfc> (Last updated: November 3, 2015).

¹⁵ 47 C.F.R. § 54.8(c).

over more than \$100,000 in much-needed funding to a school system largely dependent on E-rate program support.

III. RELIEF SOUGHT

For the foregoing reasons, SBMC respectfully requests that the Commission (1) direct the Enforcement Bureau to investigate the matter and attempt to recover the funds owed and, (2) debar the owner/operator of the service provider companies from activities associated with or relating to the schools and libraries support mechanism. Given the unique facts and circumstances of this case, the School Board also requests that the Commission issue guidance regarding any administrative remedies that may be available.

Respectfully submitted,

SCHOOL BOARD OF MARION
COUNTY, FLORIDA

By: /s/ Scott Hansen

Scott Hansen
Director, Technology & Information Systems
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School Board of Marion County, Florida
512 SE 3rd Street
Ocala, FL 34471

May 2, 2017

Exhibit A

CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS MASTER SERVICES AGREEMENT

1. This is an agreement by and between the City of Dunnellon D.B.A. Greenlight Dunnellon Communications (Hereinafter referred to as Greenlight) and the District School Board of Marion County Florida (hereinafter referred to as Customer).

Recitals

Whereas, Greenlight has agreed to provide certain services to Customer on a "as available" basis; and

Whereas, the parties wish to memorialize the general terms and conditions, services and use in regard to the services being provided to Customer pursuant to the terms of this Agreement.

2. Term. The term of the Agreement (the "Term") shall commence on July 1, 2012 through June 30, 2015, and may, by mutual agreement between the SCHOOL BOARD OF MARION COUNTY and CITY OF DUNNELLON D.B.A. GREENLIGHT COMMUNICATION'S, be renewable for two (2) additional, one (1) year periods. Customer may terminate this agreement upon 60-days' written notice if GREENLIGHT COMMUNICATION'S does not maintain a Service Availability Guarantee of 99.999% of the time, for the services described in Section 1 of the Service Level Agreement.

3. Funding Out. This agreement is contingent upon the availability of budgeted funds. In the event of any nonappropriation of funds, Customer will provide written notice to CITY OF DUNNELLON D.B.A. GREENLIGHT COMMUNICATION'S of the nonappropriation and agree not to replace the services being terminated with services similar to those covered in this agreement from another vendor in the succeeding funding period. The written notice will thereafter release Customer of all further obligations in anyway related to the services covered herein.

4. Billing and Payment. CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS shall invoice Customer and Customer shall pay CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS in immediately available U.S. funds so that the payment is received by CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS no later than 30 days from the date of the invoice (the "Due Date").

5. Non-Payment. Any invoice not properly disputed under Section 6 and not paid by the Due Date will be subject to a late payment assessment at the lower of 1% per month or the highest rate legally permissible, until paid.

6. Billing Dispute. Customer shall have the affirmative obligation of providing written notice of any good faith dispute of an invoice within 30 days after receipt of the invoice by Customer (which notice shall include sufficient detail for GREENLIGHT to investigate the dispute). Customer may withhold payment only on amounts disputed in good faith within 30 days after Customer's receipt of the invoice. If Customer does not provide written notice of a dispute with respect to an invoice within the 30 day-period, Customer shall be deemed to have waived its right to dispute such invoice and to have agreed to pay such invoice. If Customer has provided sufficient detail for investigation of the dispute, CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS will use reasonable efforts to resolve and communicate its resolution of the dispute within 30 days of its receipt of the dispute notice. Notwithstanding anything in the Agreement to the contrary, Customer shall not withhold any disputed amounts while its CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS account is delinquent. Claims of fraudulent usage shall not constitute a valid basis for a dispute.

7. Obligations Regarding Taxes. Customer agrees to pay to CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS any and all local exchange carrier assessed charges, impositions, or assessments mandated or permitted by regulatory agencies, including, but not

limited to, payphone dial-around compensation surcharges, PICC charges, End-User Common Line charges and Universal Service Fund charges eligible for E-rate support. CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS WILL NOT PASS ON ANY FEES TO "manage or administer" the Universal Service Fund to the SCHOOL BOARD OF MARION COUNTY. c) Applicable ancillary fees and charges in accordance with the applicable CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS Tariff or the applicable provisions of the CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS Service Guide, as these fees may be modified from time to time by CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS upon written 60-day notice to Customer.

8. Default. In the event of a breach of any material term or condition of the Agreement (except for payment breach) by a Party the other Party may terminate the Agreement upon 30 days written notice, unless the breaching Party cures the breach during the 30 day period. If a breach cannot be reasonably cured within a 30 day period such cure period shall be extended as may be reasonably required to cure such default. If Customer fails to pay any amounts due hereunder by the Due Date except for invoice disputes in accordance with 6 hereof or non-appropriation of funds) or fails to provide any security or additional security within the period required under the Agreement and such failure remains uncured for 10 business days after Customer's receipt of notice thereof from CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS, CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS may immediately terminate the Agreement and all Service Attachments executed hereunder. If CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS terminates the Agreement for breach by Customer, then, in addition to any other rights or remedies available to CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS at law or in equity, Customer shall be liable to CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS for Termination Charges for all terminated Services as specified in the applicable Service Attachments. Termination by either party of an Attachment does not waive any other rights or remedies it may have under the Agreement.

9. Termination Charges. If (i) Customer terminates any Service provided by CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS under the Agreement and the applicable Service Attachment for convenience prior to the expiration of the applicable term set forth in such Service Attachment, or (ii) CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS terminates this Agreement and/or any Service Attachment pursuant to Section 8 hereof, then, in addition to any other rights or remedies that may be available to CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS at law or in equity, Customer shall pay CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS the Termination Charges equal to two (2) months of contracted monthly service fees.

10. Compliance with Laws. During the Term, the Parties shall comply with all local, state and federal laws and regulations applicable to the Agreement, the Services provided hereunder and their respective businesses. Further, each Party shall obtain, file and maintain any tariffs, permits, certifications, authorizations, licenses or similar documentation as may be required by the FCC, a state Public Utility or Service Commission, or any other governmental body or agency having jurisdiction over its business. If CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS withdraws any tariff that applies to the Services, the tariff terms and conditions then in effect will continue to apply to the Services.

11. Abuse of Service. CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS's Services may be used only for lawful purposes and may not be used in violation of CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS's AUP or any operating rule, policy, or guideline set by CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS. CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS will cooperate with law enforcement if criminal activity is suspected. CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS may immediately suspend or terminate a Service if such Service is used by Customer or any of its end users in a manner that (1) restricts or inhibits any person, whether a user of GREENLIGHT or otherwise, in its use or enjoyment of CITY OF DUNNELLO D.B.A. GREENLIGHT DUNNELLO COMMUNICATIONS's Service or any other systems, services or products; (2) attempts to avoid payment, in whole or in part, of any charges by any means or device (non-payment of billed charges will not be considered abuse of service for purposes of this

Section; (3) is in violation of any local, state, federal, or international law or regulation or guidelines. CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS will attempt to notify Customer before suspending or terminating a Service to the extent doing so does not interfere with its ability to prevent abuse of Service as determined by CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS.

12. Warranties. Except as may be provided for in the applicable Service Attachments, SERVICES PROVIDED UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, COMPLETENESS, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. GREENLIGHT HEREBY SPECIFICALLY DISCLAIMS ANY LIABILITY TO CUSTOMER FOR INTERRUPTIONS AFFECTING THE SERVICES FURNISHED UNDER THE AGREEMENT THAT ARE ATTRIBUTABLE TO CUSTOMER'S INTERCONNECTION FACILITIES OR TO CUSTOMER'S EQUIPMENT FAILURES, OR TO CUSTOMER'S BREACH OF THE AGREEMENT.

13. Limitation of Liability. IN NO EVENT WILL CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY FOR: A) ANY LOSS OF PROFIT OR REVENUE, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, WHETHER INCURRED OR SUFFERED AS A RESULT OF THE UNAVAILABILITY OF FACILITIES, PERFORMANCE, NON-PERFORMANCE, TERMINATION, BREACH, OR OTHER ACTION OR INACTION UNDER THE AGREEMENT, OR FOR ANY OTHER REASON, EVEN IF CUSTOMER ADVISES GREENLIGHT OF THE POSSIBILITY OF THIS LOSS OR DAMAGE; OR B) FOR ANY OUTAGE OR INCORRECT OR DEFECTIVE TRANSMISSIONS, OR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF. CUSTOMER AGREES THAT IT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THE WARRANTIES DESCRIBED IN THIS SECTION SHALL BE LIMITED TO THE SERVICE CREDITS DESCRIBED IN THE APPLICABLE SERVICE ATTACHMENTS OR TERMINATION OF THE RELEVANT SERVICE.

14. Force Majeure. Other than with respect to failure to make payments due under the Agreement, neither Party shall be liable under the Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to any cause beyond its reasonable control, including, but not limited to, fire, earthquake, flood, water, the elements, acts of God, third Party labor disputes, utility curtailments, cable cuts, power failures, explosions, civil disturbances, vandalism, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third Parties.

15. Relationship of the Parties. Nothing in the Agreement, or in the course of dealing between the Parties pursuant to the Agreement, shall be deemed to create between the Parties (including their respective Affiliates, directors, officers, employees and agents) a partnership, joint venture, association, employment relationship or any other relationship, other than that of independent contractors with respect to each other. Neither Party shall have the authority to commit or legally bind the other Party in any manner whatsoever, including, but not limited to, the acceptance or making of any agreement, representation or warranty.

16. Publicity. No public statements or announcements relating to the Agreement shall be issued by either party without the prior written consent of the other party.

17. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed given: (i) when delivered in person, (ii) the next business day after deposit with a commercial overnight delivery service for next day delivery; or (iii) upon receipt if sent by United States mail, postage prepaid, registered or certified mail, return receipt requested. All notices shall be addressed to the recipient party at the address set forth in the Cover Sheet or other address a party may designate in writing from time to time.

18. Equipment. From time to time during the Term of the Agreement CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS may, in connection with providing Services to Customer, locate equipment in Customer's premises. All such equipment shall be listed in the

applicable order for Services executed by the Parties from time to time, which may be amended by CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS from time to time if CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS changes the equipment configuration. Customer acknowledges and agrees that all right, title and interest in such equipment shall at all times be vested, and remain, in CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS. Customer shall return all such equipment in the same condition as received (reasonable wear and tear excluded) to CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS upon the expiration or termination of the applicable Service Order. If for any reason Customer fails to promptly return such equipment to CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS, Customer acknowledges and agrees CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS shall have the right to charge Customer all replacement costs for equipment.

19. Service Orders. CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS shall furnish customer with a service order(s) via e-mail or paper delivery, detailing the specific service requested. Upon receipt of signed service order by Customer and receipt of payments to install service or collect security deposits for service, Greenlight shall proceed to provision and activate service for Customer by delivery date as requested by Customer in service order. Greenlight shall use all reasonable measures to activate service by the delivery date. Greenlight shall not be liable for delays in activation caused by Customer's inability to furnish Greenlight with necessary information or access to Customer facilities or for any other delays caused by Customer.

20. Assignment. Neither Party may assign this Agreement or any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

21. Waiver and Amendment. No waiver of any term or condition of the Agreement will be enforceable unless it is in writing and signed by the both Parties. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of this right, power or remedy, unless otherwise provided in the Agreement. The waiver by either Party of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not operate or be construed as a waiver of any subsequent breach of this covenant, condition or agreement. No modifications or amendment of the Agreement will be effective or enforceable, unless in writing and signed by both Parties.

22. Severability. Any provision of the Agreement that is deemed invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of the Agreement and the remaining provisions the Agreement shall remain in full force and effect to the greatest extent permitted by law.

23. Survival of Provisions. The provisions in Sections 4, 7, 11, 12, 14, 16, 18, 24 and 25, survive the termination or expiration of the Agreement.

24. Governing Law. The Agreement shall be governed by the laws of the State of Florida without regard to any choice of law principles that could result in the application of the laws of any other jurisdiction. The Parties agree that any legal action or proceeding with respect to or arising out of the Agreement shall be brought in MARION COUNTY, Florida. Each Party accepts for itself and in respect of its own property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Parties hereby waive any right to stay or dismiss any action or proceeding under or in connection with the Agreement brought before the foregoing courts on the basis of forum non-convenience.

25. Integration. The City of Dunnellon D.B.A. Greenlight Dunnellon Communications Master Services Agreement, the City of Dunnellon D.B.A. Greenlight Dunnellon Communications Service Level Agreement and the City of Dunnellon D.B.A. Greenlight Dunnellon Communications Acceptable Use Policy, including all exhibits, attachments, schedules, tariffs and amendments to the above identified documents and the Response of the City of Dunnellon D.B.A. Greenlight Dunnellon Communications to the School Board's RFP #3381RC, are incorporated herein and made a part hereof and represent the entire agreement between the parties, and supersede and merge all prior

agreements, promises and understandings, statements, representations, warranties, indemnities and inducements to the making of the Agreements relied upon by either Party, whether written or oral.

**DISTRICT SCHOOL BOARD OF MARION COUNTY
FLORIDA**

**CITY OF DUNNELLON D.B.A GREENLIGHT
DUNNELLON COMMUNICATIONS**

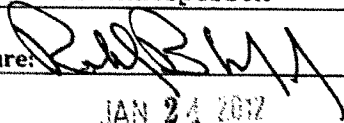
Print Name: Ronald B. Crawford

Print Name: Lisa Algieri

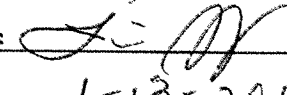
Title: Vice-Chairperson

Title: City Manager

Signature:



Signature:



Date:

JAN 24 2012

Date:

1-13-2012

CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS ACCEPTABLE USE POLICY

Recitals

Whereas, Greenlight has agreed to provide service and support for Greenlight's fiber optic broadband network, and

Whereas, Greenlight has adopted the policy set forth below to govern its use; and

Whereas, the Customer has agreed to be bound by this policy for the purposes of entering into the Agreements of even date with Greenlight pertaining to the use of the fiber optic broadband network.

Now, therefore, in consideration of the mutual covenants contained herein and intending to be bound thereby, the parties agree as follows:

1. USE. The commercial high-speed Transport service provided to the Customer is being provided solely for use in a Customer's business and any unauthorized access by a third party to e-mail, Transport, or any other function of the Service is in violation of this Policy and relieves City of Dunnellon d.b.a. Greenlight Dunnellon Communications of any affirmative obligations it may have. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP and Telnet access. City of Dunnellon d.b.a. Greenlight Dunnellon Communications reserves the right to disconnect or reclassify the Service for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's Service.

2. END USERS. Customer is responsible for ensuring that all end users of the Service comply with this AUP. City of Dunnellon d.b.a. Greenlight Dunnellon Communications may disconnect Service if an end user violates this AUP. The Customer must make contact information publicly available, and must respond in a timely manner to any complaints. City of Dunnellon d.b.a. Greenlight Dunnellon Communications shall consider any complaints regarding the Customer's end users to apply to the Customer. Customer is responsible for any and all e-mail addresses associated with the Customer's account.

The Customer is responsible for any misuse of the Service, whether by authorized or unauthorized end users. Therefore, the Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service. If the Customer sells or resells advertising or web space to a third party, then the Customer will be responsible for the content of such advertising or on such web space and the actions of such third party.

3. NO ILLEGAL OR FRAUDULENT USE. Customer will not use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws (including, but not limited to, the Children's Online Privacy Protection Act). Customer will not use, nor allow others to use, the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or Ponzi scheme, or sending chain letters.

4. NO COPYRIGHT OR TRADEMARK INFRINGEMENT. Customer will not use, nor allow others to use, the Service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. City of Dunnellon d.b.a. Greenlight Dunnellon Communications is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify City of Dunnellon d.b.a. Greenlight Dunnellon Communications if they believe

time and without notice, suspend excessive bandwidth capability, suspend Customer's access to the Service, require Customer to pay additional fees in accordance with City of Dunnellon d.b.a. Greenlight Dunnellon Communications then-current, rates for such service, or terminate Customer's account.

13. NO "VIRUSES". Customer will not use, nor allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses" or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software.

14. NO WAIVER. The failure by City of Dunnellon d.b.a. Greenlight Dunnellon Communications or its affiliates to enforce any provision of this AUP shall not be construed as a waiver of any right to do so at any time.

15. REVISIONS TO POLICY. City of Dunnellon d.b.a. Greenlight Dunnellon Communications reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the policy. Notice of modifications to this Policy may be given by posting such changes to City of Dunnellon d.b.a. Greenlight Dunnellon Communications homepage, www.dunnellon.org, by electronic mail or by conventional mail.

**DISTRICT SCHOOL BOARD OF MARION COUNTY
FLORIDA**

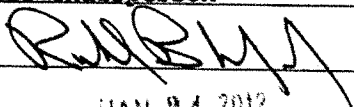
**CITY OF DUNNELLON D.B.A GREENLIGHT
DUNNELLON COMMUNICATIONS**

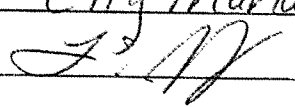
Print Name: Ronald B. Crawford

Print Name: Lisa Algieri

Title: Vice-Chairperson

Title: City Manager

Signature: 

Signature: 

Date: JAN 24 2012

Date: 1-13-2012

a City of Dunnellon d.b.a. Greenlight Dunnellon Communications customer has infringed the copyright owner's work(s). If City of Dunnellon d.b.a. Greenlight Dunnellon Communications receives a notice from a copyright owner alleging a Customer has committed copyright infringement, City of Dunnellon d.b.a. Greenlight Dunnellon Communications will notify the Customer of the alleged infringement. If City of Dunnellon d.b.a. Greenlight Dunnellon Communications receives more than one notice alleging copyright infringement on the Customer's part, Customer may be deemed a "repeat copyright infringer." City of Dunnellon d.b.a. Greenlight Dunnellon Communications reserves the right to terminate the accounts and access to the Service of repeat copyright infringers.

5. NO THREATS OR HARASSMENT. Customer will not use, nor allow others to use, the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

6. NO HARM TO MINORS. Customer will not use, nor allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials.

7. NO "SPAMMING". Customer will not use, nor allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). City of Dunnellon d.b.a. Greenlight Dunnellon Communications reserves the right, in City of Dunnellon d.b.a. Greenlight Dunnellon Communications sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. This prohibition against spamming is applicable to mass mailings by Customers in conjunction with third parties and is designed to maintain Service quality for all Customers. Mass mailings are those sent to more than 150 recipients by Customer or in conjunction with a third party to any group of recipients. Customer is responsible for maintaining confirmed opt-in records and must provide them to City of Dunnellon d.b.a. Greenlight Dunnellon Communications upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

8. NO "HACKING". Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

9. NO SYSTEM DISRUPTION. Customer will not use, nor allow others to use, the Service to disrupt City of Dunnellon d.b.a. Greenlight Dunnellon Communications network or computer equipment owned by other City of Dunnellon d.b.a. Greenlight Dunnellon Communications customers. Any static IP address must be authorized and provisioned by City of Dunnellon d.b.a. Greenlight Dunnellon Communications. Customer also agrees that Customer will not use, nor allow others to use, the Service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs.

10. NO IMPERSONATION OR FORGERY. Customer will not impersonate, nor allow others to impersonate, another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customer will not, nor allows others to, forge any message header of any electronic transmission, originating or passing through the Service.

11. NO ABUSE OF NEWSGROUPS. Customer will not post, nor allow others to post, a similar item to more than six (6) newsgroups or mailing lists. Customer will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

12. NO EXCESSIVE USE OF BANDWIDTH. If City of Dunnellon d.b.a. Greenlight Dunnellon Communications determines, in City of Dunnellon d.b.a. Greenlight Dunnellon Communications sole discretion, that Customer is using an excessive amount of bandwidth over the City of Dunnellon d.b.a. Greenlight Dunnellon Communications network infrastructure for Transport or other functions using public network resources, City of Dunnellon d.b.a. Greenlight Dunnellon Communications may at any

**CITY OF DUNNELLON D.B.A. GREENLIGHT DUNNELLON COMMUNICATIONS SERVICE LEVEL
AGREEMENT**

This is an Agreement by and between the City of Dunnellon D.B.A. Greenlight Dunnellon Communications (hereinafter referred to as Greenlight) and the District School Board of Marion County Florida (hereinafter referred to as Customer).

Recitals

Whereas, Greenlight has committed to providing Metro Ethernet Connectivity Services to Customer with superior service and support through Greenlight's fiber optic broadband network; and

Whereas, the parties wish to memorialize that Agreement and address issues of quality, support, uptime and performance of Greenlight's services.

Now, therefore, in consideration of the promises set forth herein and intending to be bound thereby, the parties agree as follows:

SECTION 1. DESCRIPTION OF SERVICE

1. MetroEthernet Transport Services

SECTION 2. FEES

2. Fees are set in accordance with this RFP under EXHIBIT A: PRICING.

SECTION 3. DEFINITIONS:

1. "Demarcation Point": Hand-off from Greenlight's CPE at each site to customer

2. "Customer's Circuit": Ethernet connection between each site

3. "Network Availability Status": That status when the Greenlight network is functioning in accordance with any performance standards set forth in this Service Level Agreement, and is available to use by the Customer and/or the Customer's end-users, subject to limitations due to network congestion, and subject to any rights and remedies available to Greenlight.

SECTION 4. QUALITY - SERVICE AVAILABILITY GUARANTEE

1. Scope: Greenlight's network will remain available for 99.999% of the time, for the services described in Section 1 of this Agreement. A 15 day "shakedown" period after initial installation of a fiber client is not covered by the Service Availability Guarantee to allow time for proper service adjustments and troubleshooting.

2. Maintenance: For purposes of notification, maintenance will be designated as one of two types (1) Scheduled Maintenance is any maintenance at a Greenlight demarcation point to which the Customer's circuit is connected that is performed and scheduled according to Customer's or Greenlight's request and mutually agreed upon by both Parties. Customer will receive at least 48 hours advance notice of service-impacting Scheduled Maintenance. (2) Emergency Maintenance is performed in order to promptly respond and resolve emergency issues associated with service-affecting conditions. Customer will be contacted when Emergency Maintenance has been performed on service-impacting work.

3. Process: Greenlight's network shall be deemed unavailable (Network Unavailability) when the entire network was not available to the Customer, provided that such unavailability is attributable to a cause on Greenlight's side of the demarcation point. This term includes unavailability associated with any maintenance performed at the Greenlight demarcation point to which the Customer's circuit is connected, other than Scheduled Maintenance. This term shall not include unavailability attributable failures of the Customer's circuit, Scheduled Maintenance or any unavailability resulting from any third party or Customer-ordered circuits, third party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force

majeure (unavoidable natural disasters, war or "Acts of God"). Outages will be counted as Network Unavailability only if the Customer opens a trouble ticket with Greenlight's Repair Operations Center within five days of the outage.

4. Remedy: For each cumulative full hour of Network Unavailability in any calendar month, at Customer's request, Customer's account will be credited an amount equal to the pro-rated charges of the monthly fees for the Service with respect to which the Service Availability Guarantee has not been met. A maximum of one month's credit will be given for all combined remedies for any given calendar month. No credit shall be available for Network Unavailability occurring within the initial 15 days after installation. Partial outages of the Greenlight network shall not constitute Network Unavailability, but shall be subject to the Mean Time to Repair guarantees contained in Article 6 below.

SECTION 5. OUTAGE REPORTING

1. Customer shall be responsible to monitor its own equipment to ensure that it is functioning properly, and that Customer's network connections are available. As a courtesy, Greenlight shall endeavor to notify the Customer upon Greenlight's determination that the Customer's connections are unavailable. Greenlight's standard procedure is to periodically probe the Customer's Premise Equipment (CPE). CPE must be set up by Customer to respond to probe or no outage notification shall be sent. If the Customer's network interface does not respond to periodic pings, Greenlight will deem service unavailable and will contact the Customer's designated point of contact.

2. Greenlight shall perform outage reporting as a courtesy to Customer, to act as a redundant layer of monitoring, however, Greenlight shall be liable in any way for a failure in Customer's equipment, or for a failure to notify Customer of any such failure.

SECTION 6. MEAN TIME REPAIR (MTTR)

1. Process: At Customer's request, Greenlight will calculate the mean time that was taken by Greenlight to make repairs relating to the trouble tickets opened by Customer within a calendar month. MTTR is calculated as the monthly average time taken to repair all such trouble tickets required to return Service to a Network Availability status. The length of each Network Unavailability instance on a specific service is totaled at the end of each billing month and divided by the corresponding number of Network Unavailability instances for the Service for that month.

2. Remedy: If the MTTR is more than 8 hours in one billing month, at Customer's written request, Customer's account shall be credited, for each day in which the actual MTTR exceeded eight hours an amount equal to the charges for one full day of the monthly fees for the Service described in this SLA; Customer may obtain no more than one credit per day. Maximum credit that may be given for all combined remedies within any given month will be equal to the monthly fee for the Service. No credits shall be applied to Customer's account under this section for repairs made during the 15 day "shakedown" period after initial installation of a dedicated circuit, to allow time for proper service adjustments and troubleshooting.

3. Limits on Scope of Support: The support defined by this SLA cannot cover all platforms, software, and services. There may be requirements for which the common infrastructure is not suited. Given the goals and services covered, there must also be some limits on the scope of support. Conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Following is a partial listing of services this SLA does not include: desktop workstation support; issues arising from the failure of the Customer to notify Greenlight in a timely manner of connectivity issues or of changes to authorized the Customer contact information; issues arising from the Customer failing to grant Greenlight timely access to network equipment located on the Customer's Premises as requested by Greenlight for addressing service requirements; and connectivity issues attributable to or involving Customer-initiated maintenance and/or the Customer's cabling, hub, router, and/or server infrastructure.

SECTION 7. SERVICE PROVIDE RESPONSIBILITIES

1. The Customer, as part of this SLA, shall carry certain responsibilities including the following: provide input to Greenlight on the quality and timeliness of support by Greenlight; notify Greenlight

in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to the Customer contact information for purposes of coordination in problem resolution; provide accurate information for the Customer account information; accept the minimum security requirements specified by Greenlight; and report all service problems to Greenlight. Customer shall not be entitled to reimbursement under Articles 4 and 6, above, when such network unavailability or failure to meet repair time guarantees cited therein were attributable in whole or in part to a failure of the Customer to meet its obligations under this Article 8, or under Articles 4 and 6 above.

SECTION 8. EMERGENCY INTERVENTION

1. Greenlight reserves the right to intervene and limit or restrict the Customer's network connection or customers network connection to prevent the network from becoming saturated if a customer's or Customer's connection is consuming more than its allocated amount of network bandwidth due to an unexplained event; such as a computer virus, malicious intent, broadcast storms, or other activity which would interfere the management network traffic or impede other subscriber's or other Customer's traffic.

**DISTRICT SCHOOL BOARD OF MARION COUNTY
FLORIDA**

**CITY OF DUNNELLON D.B.A GREENLIGHT
DUNNELLON COMMUNICATIONS**

Print Name: Ronald B. Crawford

Print Name: Lisa Algieri

Title: Vice-Chairperson

Title: City Manager

Signature: 

Signature: 

Date: JAN 24 2012

Date: 1-13-2012

EXHIBIT A: PRICING

500Mbps Service

Five Year Total Cost Summary						
Costs	Total	Year 1	Year 2	Year 3	Option: Year 4	Option: Year 5
Fiber Lease Managed Services - All Listed Sites (8.1)	360,000.00	72,000.00	72,000.00	72,000.00	72,000.00	72,000.00
Hardware	0.00	0.00	0.00	0.00	0.00	0.00
Software Licensing	0.00	0.00	0.00	0.00	0.00	0.00
Installation						
Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
QoS - Data, VOIP, Video	0.00	0.00	0.00	0.00	0.00	0.00
Documentation & Training	0.00	0.00	0.00	0.00	0.00	0.00
Project Management	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00
Total:	360,000.00	72,000.00	72,000.00	72,000.00	72,000.00	72,000.00

1Gbp Service

Five Year Total Cost Summary						
Costs	Total	Year 1	Year 2	Year 3	Option: Year 4	Option: Year 5
Fiber Lease Managed Services - All Listed Sites (8.1)	432,000.00	86,400.00	86,400.00	86,400.00	86,400.00	86,400.00
Hardware	0.00	0.00	0.00	0.00	0.00	0.00
Software Licensing	0.00	0.00	0.00	0.00	0.00	0.00
Installation						
Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
QoS - Data, VOIP, Video	0.00	0.00	0.00	0.00	0.00	0.00
Documentation & Training	0.00	0.00	0.00	0.00	0.00	0.00
Project Management	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00
Other (specify)	0.00	0.00	0.00	0.00	0.00	0.00
Total:	432,000.00	86,400.00	86,400.00	86,400.00	86,400.00	86,400.00

FIRST AMENDMENT

This amendment (the "Amendment") is made by the City of Dunnellon D.B.A. Greenlight Dunnellon Communications (hereinafter referred to as Greenlight) and the District School Board of Marion County Florida (hereinafter referred to as Customer), parties to the agreements titled "City of Dunnellon D.B.A. Greenlight Dunnellon Communications Master Services Agreement," "City of Dunnellon D.B.A. Greenlight Dunnellon Communications Acceptable Use Policy and "City of Dunnellon D.B.A. Greenlight Dunnellon Communications Service Level Agreement (hereinafter referred to as "Original Agreements") and dated January 24, 2012.

The Original Agreements are amended as follows:

Greenlight shall provide to Customer additional services as set forth in Exhibit A of this Amendment, the terms and conditions of which shall be identical to those contained in the Original Agreements. The effective start date of such services shall also be identical to that of the Original Agreements.

Except as set forth in this Amendment, the terms and conditions of the Original Agreements are unaffected and shall continue in full force and effect in accordance with their terms. If there is conflict between this Amendment and the Original Agreements or any earlier amendment, the terms of this amendment shall prevail.

DISTRICT SCHOOL BOARD OF MARION COUNTY
FLORIDA

CITY OF DUNNELLOD D.B.A GREENLIGHT
DUNNELLOD COMMUNICATIONS

Print Name: Judi Zanetti

Print Name: Eddie R. Esch, SR

Title: Chairperson

Title: Director Public Services & Utilities

Signature: [Signature]

Signature: [Signature]

Date: NOV 13 2012

Date: 10/12/12



Business Service Order Form

CUSTOMER INFORMATION

Name: MCSB Data Center Operations Department	City: Ocala
Address: 420-B SE Alvarez Ave.	State: Florida
Phone: (352) 671-7700	Zip: 34471
Email: Scott.Hansen@marion.k12.fl.us	Order Date: 09/06/2012

PROPERTY OWNER: YES ☒ NO ☐

BILLING INFORMATION:

Name: Marion County Public Schools	City: Ocala
Address: P.O. Box 670	State: Florida
Phone: (352) 671-7700	Zip: 34478
Email: Scott.Hansen@marion.k12.fl.us	

Services

Video	Monthly Cost	Description	Quantity	Total
Internet				
Transport	\$3,100.00	1 Gigabit Premium QOS-Enabled Metro Ethernet transport connection from Romeo Elementary School at 19550 SW 36th Street, Dunnellon, FL 34431 to Marion County Public Schools Headquarter Site at 420-B SE Alvarez Ave, Ocala, FL 34471	1	\$3,100.00
Installation			One-Time Install	\$1,000.00
			Sub-Total	\$4,100.00
			Tax	\$0.00
			Total	\$4,100.00

Scheduled Install Date November 14, 2012

Scheduled Activation Date January 11, 2013

By signing this Service Order Form, customer hereby authorized Greenlight Dunnellon Communications to provide the Services listed herein. The Agreement shall be effective on the Effective date. The Term of the Agreement shall commence upon the later of (i) installation of the initial Service or (ii) the Effective Date. By signing this form, customer also agrees to all terms and conditions as stated in Greenlight Dunnellon Communications' Master Service Agreement ("MSA"), Service Level Agreement ("SLA"), and Acceptable Use Policy ("AUP") attached to this Service Order Form and further grants Greenlight Dunnellon Communications the right of entry onto Customer's property to install fiber connecting to the Customer's Home or Business in order to provide service and to return when necessary traversing Customer's property for maintenance and/or changes in service as required.

Customer Signature

Date

SECOND AMENDMENT

This Second Amendment ("Second Amendment") is made by Florida Cable, Inc. ("Contractor"), successor by that certain Master Purchase and Sale of Assets Agreement dated December 23, 2013. Contractor agrees to be bound by the "Original Agreements" described below, between Dunnellon D.B.A. Greenlight Dunnellon Communications ("Greenlight") and the District School Board of Marion County Florida ("Customer"), as if it were the original party to the agreements titled "City of Dunnellon D.B.A. Greenlight Dunnellon Communications Master Services Agreement," "City of Dunnellon D.B.A. Greenlight Dunnellon Communications Acceptable Use Policy," "City of Dunnellon D.B.A. Greenlight Dunnellon Communications Service Level Agreement" dated January 24, 2012, and the First Amendment dated November 13, 2012 ("Original Agreements").

Contractor and Customer wish to collectively amend the Original Agreements.

In consideration of the mutual covenants contained herein, and agreeing to be bound thereby, the parties amend the Original Agreements as follows:

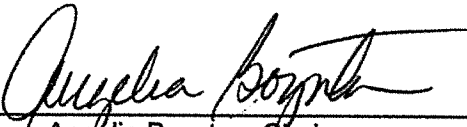
1. The Original Agreements are hereby amended and the parties shall be hereby known as Florida Cable, Inc. ("Contractor") and The School Board of Marion County, Florida ("Customer"). Each appearance of Greenlight in the Original Agreements is hereby changed to read "Contractor".
2. Contractor and Customer agree to renew the Original Agreements for an additional one (1) year term. The renewal term shall commence on July 1, 2015 through June 30, 2016, and may, by mutual agreement between Contractor and Customer, be renewable for one (1) additional, one (1) year period.

Except as set forth in this Second Amendment, the terms and conditions of the Original Agreements listed above are unaffected and shall continue in full force and effect in accordance with their terms. If there is conflict between this Second Amendment and the Original Agreements, the terms of this Second Amendment shall prevail.

THE SCHOOL BOARD OF MARION COUNTY,
FLORIDA

Date: March 24, 2015

By


Angelia Boynton, Chair

FLORIDA CABLE, INC.

Date: 3.16.15

By

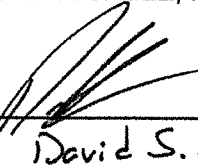

David S. Suarez, CEO

Exhibit B

Universal Service for Schools and Libraries

Please read instructions before completing. (To be completed by schools, libraries, or consortia.)

BILLED ENTITY APPLICANT REIMBURSEMENT FORM

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

Only one Service Provider Identification Number (SPIN) per form.

Must be completed and signed by the Billed Entity Applicant and signed by the relevant service provider.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to range from 1 to 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

Applicant Form Identifier (Create an identifier for your own reference) MC13-47220-Dun-Metro-Q2-3	FCC Form 472 Invoice # (To be inserted by administrator) 2037684
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BLOCK 1: HEADER INFORMATION	
1. Billed Entity Name	MARION COUNTY SCHOOL DISTRICT
2. Billed Entity Number	127868
3. Service Provider Identification Number (SPIN)	143035747
4. Contact Name	Kathy Lies
5. Contact Telephone Number	352- 6717776 ext
6. Total Reimbursement Amount (total from Block 2, Column 14)	\$50,779.00

Billed Entity Applicant Reimbursement Form

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

Billed Entity Name MARION COUNTY SCHOOL DISTRICT Billed Entity Number 127868Contact Name Kathy Lies Contact Telephone Number 352-6717776Applicant Form Identifier MC13-47220-Dun-Metro-Q2-3**BLOCK 2: LINE ITEM INFORMATION PER FUNDING REQUEST NUMBER**

	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	FCC Form 471 Application Number (from Funding Commitment Decision Letter)	Funding Request Number (FRN) (from Funding Commitment Decision Letter)	Bill Frequency	Customer Billed Date (mm/yyyy)	Shipping Date to Customer or Last Day of Work Performed (mm/dd/yyyy)	Total (Undiscounted) Amount for Service	Discount Rate	Amount Billed to USAC (Column 12 multiplied by Column 13)
			DO NOT WRITE IN THIS COLUMN.	For each FRN, complete either Column (10) or Column (11), but not both Columns				
1	911394	2482467		12/1/2013		\$10,300.00	85.00	\$8,755.00
2	911394	2482467		10/1/2013		\$10,300.00	85.00	\$8,755.00
3	911394	2482467		3/1/2014		\$10,300.00	85.00	\$8,755.00
4	911394	2482467		2/1/2014		\$8,240.00	85.00	\$7,004.00
5	911394	2482467		1/1/2014		\$10,300.00	85.00	\$8,755.00
6	911394	2482467		11/1/2013		\$10,300.00	85.00	\$8,755.00
7								
8								
9								
10								
11								
12								
13								
14								
TOTAL REIMBURSEMENT AMOUNT TO BE ENTERED INTO ITEM (6)								\$50,779.00

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name MARION COUNTY SCHOOL DISTRICT

Billed Entity Number 127868

Contact Name Kathy Lies

Applicant Form Identifier MC13-47220-Dun-Metro-Q2-3

Block 3: Billed Entity Certification

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Billed Entity Applicant Reimbursement Form on behalf of the eligible schools, libraries, or consortia of those entities represented on this Form, and I certify to the best of my knowledge, information and belief, as follows:

- A. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form represent charges for eligible services delivered to and used by eligible schools, libraries, or consortia of those entities for educational purposes, on or after the service start date reported on the associated Form 486.
- B. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form were already billed by the service provider and paid by the Billed Entity Applicant on behalf of eligible schools, libraries, and consortia of those entities.
- C. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form are for eligible services approved by the fund administrator pursuant to a Form 471 Funding Commitment Decision Letter.
- D. I recognize that I may be audited pursuant to this application and will retain for five years any and all records that I rely upon to fill in this form.
- E. I certify that, in addition to the foregoing, this Billed Entity Applicant is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

15. Signature of authorized person Signed electronically by SCOTT HANSEN

16. Date 7/30/2014

17. Printed name of authorized person SCOTT HANSEN

18. Title or position of authorized person Director - Technology & Information Sys

19. Telephone number of authorized person 352- 6717718

20. Address of authorized person 420 B SE Alvarez Avenue, Ocala FL 34471

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name MARION COUNTY SCHOOL DISTRICT

Billed Entity Number 127868

Contact Name Kathy Lies

Applicant Form Identifier MC13-47220-Dun-Metro-Q2-3

Block 4: Service Provider Acknowledgment

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Service Provider Acknowledgment for this Billed Entity Applicant Reimbursement Form, and acknowledge to the best of my knowledge, information and belief, as follows:

- A. The service provider must remit the discount amount authorized by the fund administrator to the Billed Entity Applicant who prepared and submitted this Billed Entity Applicant Reimbursement Form as soon as possible after the fund administrator's notification to the service provider of the amount of the approved discounts on this Billed Entity Applicant Reimbursement Form, but in no event later than 20 business days after receipt of the reimbursement payment from the fund administrator, subject to the restriction set forth in B. below.
- B. The service provider must remit payment of the approved discount amount to the Billed Entity Applicant prior to tendering or making use of the payment issued by the Universal Service Administrative Company to the service provider of the approved discounts for the Billed Entity Applicant Reimbursement Form.
- C. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

21. Signature of authorized person (fax, copy or original signature) **Signed electronically by David S Suarez**

22. Date **12/1/2014**

23. Printed name of authorized person **David S Suarez**

24. Title or position of authorized person **CEO**

25. Telephone number of authorized person - **ext**

26. Address of authorized person **23505 State Road 40, Astor FL 32102**

27.Applicant Remittance Information

Name **Scott A. Hansen**

Title **Director - Technology & Information Sys**

Street Address

420 B SE Alvarez Avenue

Ocala, FL 34471

A paper copy of this Form (pages 1-4) should be mailed to:

**SLD BEAR FCC Form 472
P.O. Box 7026
Lawrence, KS 66044-7026**

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form (pages 1-4) should be mailed to:

**SLD Forms
ATTN: SLD BEAR FCC Form 472
3833 Greenway Drive
Lawrence, KS 66046
Phone: 1-888-203-8100**

Universal Service for Schools and Libraries

Please read instructions before completing. (To be completed by schools, libraries, or consortia.)

BILLED ENTITY APPLICANT REIMBURSEMENT FORM

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

Only one Service Provider Identification Number (SPIN) per form.

Must be completed and signed by the Billed Entity Applicant and signed by the relevant service provider.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to range from 1 to 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PER, Paperwork Reduction Act Project (3060-0856), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0856.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

Applicant Form Identifier (Create an identifier for your own reference) MC13-47205-COD/FC-Q1	FCC Form 472 Invoice # (To be inserted by administrator) 2037704
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BLOCK 1: HEADER INFORMATION	
1. Billed Entity Name	MARION COUNTY SCHOOL DISTRICT
2. Billed Entity Number	127868
3. Service Provider Identification Number (SPIN)	143035747
4. Contact Name	Kathy Lies
5. Contact Telephone Number	352- 6717776 ext
6. Total Reimbursement Amount (total from Block 2, Column 14)	\$26,265.00

Billed Entity Applicant Reimbursement Form

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

Billed Entity Name MARION COUNTY SCHOOL DISTRICT Billed Entity Number 127868Contact Name Kathy Lies Contact Telephone Number 352-6717776Applicant Form Identifier MC13-47205-COD/FC-Q1**BLOCK 2: LINE ITEM INFORMATION PER FUNDING REQUEST NUMBER**

	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	FCC Form 471 Application Number (from Funding Commitment Decision Letter)	Funding Request Number (FRN) (from Funding Commitment Decision Letter)	Bill Frequency	Customer Billed Date (mm/yyyy)	Shipping Date to Customer or Last Day of Work Performed (mm/dd/yyyy)	Total (Undiscounted) Amount for Service	Discount Rate	Amount Billed to USAC (Column 12 multiplied by Column 13)
			DO NOT WRITE IN THIS COLUMN.	For each FRN, complete either Column (10) or Column (11), but not both Columns				
1	911394	2482467		9/1/2013		\$10,300.00	85.00	\$8,755.00
2	911394	2482467		8/1/2013		\$10,300.00	85.00	\$8,755.00
3	911394	2482467		7/1/2013		\$10,300.00	85.00	\$8,755.00
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
TOTAL REIMBURSEMENT AMOUNT TO BE ENTERED INTO ITEM (6)								\$26,265.00

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name MARION COUNTY SCHOOL DISTRICT

Billed Entity Number 127868

Contact Name Kathy Lies

Applicant Form Identifier MC13-47205-COD/FC-Q1

Block 3: Billed Entity Certification

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Billed Entity Applicant Reimbursement Form on behalf of the eligible schools, libraries, or consortia of those entities represented on this Form, and I certify to the best of my knowledge, information and belief, as follows:

- A. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form represent charges for eligible services delivered to and used by eligible schools, libraries, or consortia of those entities for educational purposes, on or after the service start date reported on the associated Form 486.
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- C. The discount amounts listed in Column (14) of this Billed Entity Applicant Reimbursement Form are for eligible services approved by the fund administrator pursuant to a Form 471 Funding Commitment Decision Letter.
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- E. I certify that, in addition to the foregoing, this Billed Entity Applicant is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

15. Signature of authorized person Signed electronically by SCOTT HANSEN

16. Date 7/30/2014

17. Printed name of authorized person SCOTT HANSEN

18. Title or position of authorized person Director - Technology & Information Sys

19. Telephone number of authorized person 352- 6717718

20. Address of authorized person 420 B SE Alvarez Avenue, Ocala FL 34471

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name MARION COUNTY SCHOOL DISTRICT

Billed Entity Number 127868

Contact Name Kathy Lies

Applicant Form Identifier MC13-47205-COD/FC-Q1

Block 4: Service Provider Acknowledgment

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21. Signature of authorized person (fax, copy or original signature) **Signed electronically by David S Suarez**

22. Date **12/1/2014**

23. Printed name of authorized person **David S Suarez**

24. Title or position of authorized person **CEO**

25. Telephone number of authorized person - **ext**

26. Address of authorized person **23505 State Road 40, Astor FL 32102**

27.Applicant Remittance Information

Name **Kathy Lies**

Title **E-rate Tech**

Street Address

420 B SE Alvarez Ave

Ocala,, FL 34471

A paper copy of this Form (pages 1-4) should be mailed to:

**SLD BEAR FCC Form 472
P.O. Box 7026
Lawrence, KS 66044-7026**

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ATTN: SLD BEAR FCC Form 472
3833 Greenway Drive
Lawrence, KS 66046
Phone: 1-888-203-8100**

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Please read instructions before completing. (To be completed by schools, libraries, or consortia.)

BILLED ENTITY APPLICANT REIMBURSEMENT FORM

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

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Must be completed and signed by the Billed Entity Applicant and signed by the relevant service provider.

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

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Applicant Form Identifier (Create an identifier for your own reference) MC13-47222-COD/FC-Q4	FCC Form 472 Invoice # (To be inserted by administrator) 2074668
---	---

BLOCK 1: HEADER INFORMATION	
1. Billed Entity Name	MARION COUNTY SCHOOL DISTRICT
2. Billed Entity Number	127868
3. Service Provider Identification Number (SPIN)	143035747
4. Contact Name	Kathy Lies
5. Contact Telephone Number	352- 6717776 ext
6. Total Reimbursement Amount (total from Block 2, Column 14)	\$26,265.00

Billed Entity Applicant Reimbursement Form

For reimbursement of discounts on approved services already paid for by the Billed Entity Applicant.

Billed Entity Name MARION COUNTY SCHOOL DISTRICT Billed Entity Number 127868Contact Name Kathy Lies Contact Telephone Number 352-6717776Applicant Form Identifier MC13-47222-COD/FC-Q4**BLOCK 2: LINE ITEM INFORMATION PER FUNDING REQUEST NUMBER**

	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
	FCC Form 471 Application Number (from Funding Commitment Decision Letter)	Funding Request Number (FRN) (from Funding Commitment Decision Letter)	Bill Frequency	Customer Billed Date (mm/yyyy)	Shipping Date to Customer or Last Day of Work Performed (mm/dd/yyyy)	Total (Undiscounted) Amount for Service	Discount Rate	Amount Billed to USAC (Column 12 multiplied by Column 13)
			DO NOT WRITE IN THIS COLUMN.	For each FRN, complete either Column (10) or Column (11), but not both Columns				
1	911394	2482467		6/1/2014		\$10,300.00	85.00	\$8,755.00
2	911394	2482467		4/1/2014		\$10,300.00	85.00	\$8,755.00
3	911394	2482467		5/1/2014		\$10,300.00	85.00	\$8,755.00
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
TOTAL REIMBURSEMENT AMOUNT TO BE ENTERED INTO ITEM (6)								\$26,265.00

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name MARION COUNTY SCHOOL DISTRICT

Billed Entity Number 127868

Contact Name Kathy Lies

Applicant Form Identifier MC13-47222-COD/FC-Q4

Block 3: Billed Entity Certification

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Billed Entity Applicant Reimbursement Form on behalf of the eligible schools, libraries, or consortia of those entities represented on this Form, and I certify to the best of my knowledge, information and belief, as follows:

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15. Signature of authorized person Signed electronically by SCOTT HANSEN

16. Date 9/29/2014

17. Printed name of authorized person SCOTT HANSEN

18. Title or position of authorized person Director - Technology & Information Sys

19. Telephone number of authorized person 352- 6717718

20. Address of authorized person 420 B SE Alvarez Avenue, Ocala FL 34471

BILLED ENTITY APPLICANT Reimbursement Form

Billed Entity Name MARION COUNTY SCHOOL DISTRICT

Billed Entity Number 127868

Contact Name Kathy Lies

Applicant Form Identifier MC13-47222-COD/FC-Q4

Block 4: Service Provider Acknowledgment

I declare under penalty of perjury that the foregoing is true and correct and that I am authorized to submit this Service Provider Acknowledgment for this Billed Entity Applicant Reimbursement Form, and acknowledge to the best of my knowledge, information and belief, as follows:

- A. The service provider must remit the discount amount authorized by the fund administrator to the Billed Entity Applicant who prepared and submitted this Billed Entity Applicant Reimbursement Form as soon as possible after the fund administrator's notification to the service provider of the amount of the approved discounts on this Billed Entity Applicant Reimbursement Form, but in no event later than 20 business days after receipt of the reimbursement payment from the fund administrator, subject to the restriction set forth in B. below.
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- C. I certify that, in addition to the foregoing, this Service Provider is in compliance with the rules and orders governing the schools and libraries universal service support program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with the rules and orders governing the schools and libraries universal service support program could result in civil or criminal prosecution by law enforcement authorities.

21. Signature of authorized person (fax, copy or original signature) **Signed electronically by David S Suarez**

22. Date **12/1/2014**

23. Printed name of authorized person **David S Suarez**

24. Title or position of authorized person **CEO**

25. Telephone number of authorized person - **ext**

26. Address of authorized person **23505 State Road 40, Astor FL 32102**

27.Applicant Remittance Information

Name **Kathy Lies**

Title **E-rate Tech**

Street Address

420 B SE Alvarez Ave

Ocala, FL 34471

A paper copy of this Form (pages 1-4) should be mailed to:

**SLD BEAR FCC Form 472
P.O. Box 7026
Lawrence, KS 66044-7026**

If sent by express delivery services or U.S. Postal Service, Return Receipt Requested, the form (pages 1-4) should be mailed to:

**SLD Forms
ATTN: SLD BEAR FCC Form 472
3833 Greenway Drive
Lawrence, KS 66046
Phone: 1-888-203-8100**

Exhibit C



October 22nd, 2015

RE: Marion County Public Schools
c/o Scott Hansen
Director of Technology
Marion County Public Schools
352-671-7775 or 352-671-7776
Scott.hansen@marion.k12.fl.us

Dear Scott,

As a follow up to our call I wanted to let you know that my team has been diligently working to clean up all of the issues associated with this asset purchase of Florida Cable. I am pleased to provide you with this enclosed Promissory Note from Florida Fiber Networks regarding the Florida Cable past due payment obligation. Florida Fiber Networks will agree to assume this obligation and pay off the total amount due in two payments, first on November 30th and the second on December 30th to cover the outstanding balance of \$110,000.00. To further support our desire to work with the school board, Florida Fiber Networks will also pay to Marin County School Board an additional fee of \$5,000.00 on December 30th to support a portion of the costs incurred by the school board in dealing with the Florida Cable failure to pay.

We will agree to accept this obligation and sign it with the understanding that the Marion County School Board will maintain our service agreement proposal for the extension year of July 1, 2016 - June 30th, 2017.

Please confirm the School boards acceptance and we will issue and execute the Promissory Note and support the payments reflected above. We hope this will allow our new company, Florida Fiber Networks to establish a strong ongoing relationship with the Marion County School Board for years to come. I would like to personally visit with you and the executive team at a time convenient to all so we can together discuss and work towards a mutually beneficial relationship going forward.

It is our goal to "Exceed your Expectations!"

Thank you,

A handwritten signature in blue ink, appearing to read "D. Orshan", written over a horizontal line.

David R. Orshan
Chief Marketing Officer
Florida Fiber Networks
301 South Collins Street, Suite 105
Plant City, Florida 33563
dorshan@flfibernet.com
M: 305-216-3200

Florida Fiber Networks, LLC
301 South Collins Street Suite 105
Plant City, Florida 33563

PROMISSORY NOTE

\$115,000.00

October 22, 2015

FOR VALUE RECEIVED, FLORIDA FIBER NETWORKS, LLC., a Florida Corporation, promises to pay to the order of **THE SCHOOL BOARD OF MARION COUNTY** ("holder"), the principal sum of ONE HUNDRED FIFTEEN THOUSAND DOLLARS AND 00/100 (\$115,000.00). Payments to be paid at 512 Southeast 3 Street, Ocala, FL 34471, or such other place as the holder may designate in writing. Payments shall be paid as follows:

On November 30th, 2015 Florida Fiber Networks will make a payment of FIFTY FIVE THOUSAND DOLLARS AND ZERO CENTS, (\$55,000.00) to the School Board of Marion County. On December 30th, 2015, Florida Fiber Networks will make a payment of SIXTY THOUSAND DOLLARS AND ZERO CENTS, (\$60,000.00) to the School Board of Marion County.

Option is hereby given to Florida Fiber Networks, LLC. to pay more on the entire principal sum remaining unpaid at any time hereafter.

Should it become necessary to collect this note through an attorney or by legal proceedings, Florida Fiber Networks, LLC, promises to pay all cost of collection, including a reasonable attorney's fee.

All parties hereto waive presentment for payment, protest, notice of protest, and nonpayment of this note. Florida Fiber Networks, LLC, is the sureties and Guarantor of this Note.

This Promissory Note (1) is the complete agreement of the Parties and supersedes any prior such agreements; (2) may not be amended except in writing signed by both Parties. This Promissory Note shall be to the benefit of the parties and their successors.

DATED this ____ day of October, 2015.

WITNESS

DAVID ORSHAN, as its CMO
Florida Fiber Networks, LLC

WITNESS NAME PRINTED

WITNESS

WITNESS NAME PRINTED

STATE OF FLORIDA
COUNTY OF Hillsborough

BEFORE ME, Florida Fiber Networks, LLC. authority, personally appeared DAVID R. ORSHAN, to me well known to be the person described in ☐ and/or have presented valid identification, _____, and who executed the foregoing Agreement and he acknowledged before me that the execution thereof to be his free act and deed for the uses and purposes therein expressed.

WITNESS my hand and seal in the County and State last aforesaid on this ____th day of October, 2015.

Notary Public
My Commission Expires:

Exhibit D

December 23, 2015:

VIA CERTIFIED MAIL

City of Dunnellon
David S. Suarez
23505 State Road 40
Astor, FL 32102

Re: Marion County School District
FCC Form 471 Application No: 911394

Dear David S Suarez:

You have been listed as the service provider in the above-referenced application for support from the Schools and Libraries Program, frequently referred to as the "E-rate" program. The applicant named above has indicated on a Billed Entity Applicant Reimbursement (BEAR) Form(s), filed with the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) pursuant to Part 54 of Title 47 of the United States Code, that your firm has been paid in full for the services received by the applicant which are covered by the BEAR form. As indicated on the BEAR form(s) submitted in connection with the applicant named above, your firm indicated that it would receive a check from USAC on behalf of the above-named applicant and turn over that check to the applicant within 20 calendar days of receipt.

Our records show:

Funding Request Number: 2482467
Invoice No(s): 2037684, 2037704, 2074668
Payment Transaction Identifier: 1140862741
Total Payment Amount: \$103,309.00
Date Payment Sent: 12/04/2014

To date, your firm has failed to make the appropriate reimbursement to the applicant as required by law.

The BEAR form contains a Service Provider Acknowledgment section (Block 4), which was filled out and signed by a representative of your company. Item B in that Block, to which your representative certified, states that "The service provider must remit payment of the approved discount amount to the Billed Entity Applicant prior to tendering or making use of the payment issued by the Universal Service Administrative Company to the service provider of the approved discounts for the Billed Entity Applicant Reimbursement Form." This requirement is clear. It is USAC's expectation, as well as the FCC's, that such remittance take place regardless of any other outstanding arrangements, disputes, or billing issues that exist between you and the applicant.

We will check with the applicant in 10 calendar days from the date of this letter, to be certain that

reimbursement has taken place or that satisfactory repayment options have been arranged. If successful remittance is not accomplished, we will refer this matter to the Federal Communications Commission for possible enforcement action.

Schools and Libraries Division
Universal Service Administrative Company

cc: Marion County School District

Exhibit E

October 26, 2016

Schools and Libraries Division – Correspondence Unit
30 Lanidex Plaza West
Parsippany, NJ 07054
Via email: appeals@sl.universalservice.org

LETTER OF APPEAL AND REQUEST FOR GUIDANCE
Funding Year 2013 – Administrator’s Decision on Dunning Request

Applicant:	The School Board of Marion County, FL
Billed Entity Number:	127868
Funding Year:	2013
FCC Form 471 Application Number:	911394
Funding Request Numbers:	2482467
SLD Invoice Numbers:	2037684; 2037704; 2074668
SPIN:	143035747

The School Board of Marion County, FL (“SBMC”), by its undersigned representative, hereby appeals the decision of the Universal Service Administrative Company (“USAC”) with respect to the District’s “Dunning” request. Due to the unique circumstances of this case, SBMC also requests guidance from USAC regarding any administrative remedies available and/or alternate courses of action.

I. BACKGROUND

On January 24, 2012, SBMC entered into an agreement with the City of Dunnellon d/b/a Greenlight Communications (“Greenlight”) for the provision of Wide Area Network and (WAN) services. The parties executed an amendment to the agreement on November 13, 2012, renewing services for an additional year.¹

SBMC submitted an FCC Form 471 on March 5, 2013, requesting E-rate program discounts for Category One services.² Included on the application was its funding request for the WAN services. On August 21, 2013, USAC approved the funding request as submitted.

In December 2013, Greenlight was acquired by Florida Cable, Inc. (“FCI”), and FCI continued as the service provider in accordance with a Master Purchase and Sale of Assets agreement dated December 23, 2013.

On December 1, 2014, FCI certified and SBMC submitted three FCC Forms 472, requesting reimbursements totaling \$103,309.00.³ USAC approved the reimbursement requests and disbursed the funds to FCI on December 5, 2014. FCI however, failed to remit the funds to SBMC within 20 days as required under program regulations.

¹ The Agreement between SBMC and City of Dunnellon d/b/A Greenlight Communications, dated January 24, 2012, is attached as Exhibit A. Also attached are the two amendments to the agreement, dated November 13, 2012 and March 24, 2015.

² FCC Form 471 Application Number 911394.

³ The FCC Forms 472 (SLD Invoice Numbers: 2037684, 2037704, 2074668) are attached as Exhibit B.

In March 2015, SBMC and FCI again entered into an agreement for the renewal of services, though FCI had still not remitted the funds to SBMC. On April 22, 2015, SBMC emailed FCI to inquire when SBMC would receive the \$103,309.00 in reimbursements from Funding Year 2013. FCI did not respond. Nor did it respond to SBMC's subsequent emails requesting that the funds be remitted. Finally, on June 25, 2015, MCSB received an email from David Suarez, FCI's CEO, stating that FCI was being purchased by a new company.

MCSB later learned that on May 29, 2015, Mr. Suarez created a new company called Florida Fiber Networks, LLC ("FFN"), naming himself as manager. On October 7, 2015, SBMC received a letter from FFN stating that FCI's assets were purchased by this new company. Weeks later, SBMC received another letter from FFN, along with a promissory note stating that FFN would agree to accept the \$110,000 obligation only if SBMC would extend its contract with FFN.⁴

On December 23, 2015, USAC ordered FCI to remit the funds to SBMC.⁵ Funds For Learning, LLC ("FFL"), on behalf of SBMC, submitted a Dunning request to USAC on July 30, 2015.⁶ On August 31, 2016, however, USAC dismissed the request.⁷ The decision letter issued by USAC included the following explanation:

Your Dunning request for invoices 2037684, 2037704, 2074668 cannot be processed at this time. Our records show that the disbursement from USAC was cashed by City of Dunnellon. However, we are unable to continue the review based on program procedures.⁸

To date, neither FCI nor FFN have remitted the \$103,309.00 owed to SBMC. And SBMC has so far been unsuccessful in its attempts to resolve the issue with USAC or the service provider.

II. DISCUSSION

USAC has several procedures in place that may, in some instances, compel program participants to satisfy an existing debt or obligation; procedures also exist to assist entities receive reimbursements committed by USAC but not yet received from service providers. Under the Red Light Rule, for instance, USAC may withhold all payments to an entity – whether it be an applicant or service provider – when its account becomes delinquent until the debt has been satisfied. And if an entity is delinquent and in Red Light status, when possible, USAC may apply any pending or future disbursement support to the universal service obligation. In situations where a service provider has gone out of business or has filed for bankruptcy protection before processing BEAR reimbursements for applicants, USAC, under the Good Samaritan Rule, can assist applicants in obtaining such reimbursements through a "Good Samaritan" service provider. And finally, under Federal Communications Commission regulations, persons convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries Program are subject to suspension and debarment from the program.

Unfortunately for SBMC, none of the above-listed administrative procedures apply to the circumstances of this case. USAC may withhold payments to an entity under the Red Light Rule; however, the service provider in this case has already received the payment at issue and no longer participates in the E-rate

⁴ The letter from FFN to SBMC, dated October 22, 2015, and promissory note are attached as Exhibit C.

⁵ The letter from USAC directing Mr. Suarez to remit the reimbursement, dated December 23, 2015, is attached as Exhibit D.

⁶ SLD Case Number 22-815396.

⁷ The Administrator's Decision on Dunning Request, dated August 31, 2016, is attached as Exhibit E.

⁸ *Id.*

program. Under the Good Samaritan Rule, USAC may assist applicants in obtaining reimbursements through a “Good Samaritan” service provider. The Good Samaritan option, however, is also unavailable to SBMC in this case, as the service provider is technically operational – though no longer participating in the E-rate program. (In fact, SBMC submitted a Good Samaritan request on October 14, 2014, but the request was denied by USAC.) And because the service provider has not been convicted of a criminal violation or been held civilly liable, suspension or debarment from the E-rate program does not appear to be an option.

USAC has already ordered the service provider to remit the payment at issue, and SBMC has contacted the service provider on numerous occasion seeking to recover the reimbursements. SBMC also appears to have exhausted all of the administrative remedies available. SBMC alerted USAC of the service provider’s refusal to remit the funds; it attempted to recover the reimbursements via a Good Samaritan request; and it filed a Dunning violation with USAC, which was dismissed.

III. RELIEF SOUGHT

Because neither USAC nor SBMC have been successful in recovering the funds, it appears the procedures USAC currently has in place do not address or adequately guard against situations such as this. SBMC, therefore, requests that USAC issue guidance regarding any administrative remedies available or proposed alternate courses of action.

Respectfully submitted,

Scott A. Hansen

Director, Technology and Information Systems

The School Board of Marion County, Florida

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Exhibit F



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

March 06, 2017

Scott Hansen
Marion County School District
512 SE 3rd Street
Ocala, FL 34471

Re: Applicant Name: MARION COUNTY SCHOOL DISTRICT
Billed Entity Number: 127868
Form 471 Application Number: 911394
Funding Request Number(s): 2482467
Your Correspondence Dated: October 26, 2016

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of USAC's Funding Year 2013 Administrator's Decision on Dunning Request Letter for the Application Number indicated above. This letter explains the basis of USAC's decision. The date of this letter begins the 60-day time period for appealing this decision. If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 2482467
Decision on Appeal: **Denied.**
Explanation:

- On appeal you have requested that USAC provide guidance on how to remedy a "Dunning" dispute with the City of Dunnellon. We have exhausted our ability to resolve the issue under program guidelines and we do not have any administrative remedies available, therefore your appeal is denied.

As conveyed in our Dunning Decision Letter dated August 31, 2016. This is a law enforcement issue that you will need to pursue locally by contacting your State Attorney General and Better Business Bureau. They should be able to assist you in recovering the funds from the Service Provider.

Since your appeal was denied in full, dismissed or cancelled, you may file an appeal with the FCC. Your appeal must be postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division
Universal Service Administrative Company



Scott Hansen
Marion County School District
512 SE 3rd Street
Ocala, FL 34471

Billed Entity Number: 127868
Form 471 Application Number: 911394
Form 486 Application Number: